

IN THE SENATE OF THE UNITED STATES.

MARCH 8, 1858.—Ordered to be printed.

Mr. IVERSON made the following

REPORT.

[To accompany Bill S. 187.]

The Committee on Claims, to whom was referred the petition of A. W. McPherson, beg leave to report:

That on the 9th June, 1855, the Secretary of the Interior wrote to the marshal of the district of California, by which he was authorized "to procure such other accommodations (for the courts of the United States) upon the most favorable terms to the United States, to be fully approved by the judge and the United States attorney, and to transmit to the department a copy of the agreement with the approval of the officers endorsed on it."

Under these instructions, the marshal entered into a lease and agreement with petitioner for the rent of a building and for furnishing the same separately. The contract of lease was confirmed by the Secretary, but the account for the furniture, though certified to in due form by the judges of the circuit and district courts, and by the district attorney and marshal of the United States, was refused payment on the ground that there was no authority to pay in the department, under the act of February 26, 1853, which enacts that "a marshal shall not incur an expense of more than twenty dollars for any one year for furnishing," &c.

By the act of 28th September, 1850, the laws of the United States were made of force in California, which was divided into two districts, and, by the fourth section, the judge of the northern district was directed to hold two regular sessions of his court in the city of San Francisco.

By the act of 2d March, 1855, the judge of the circuit court was directed to hold a term of his court on the first Monday of July in each and every year, with power to hold special terms in said city, at such places "as the marshal of the United States for the northern district of California shall procure for the purpose, under the direction of said judge."

It appears that under the authority of these acts and the letter of

instructions from the Secretary to the marshal, the house rented from the petitioner was furnished by him under an agreement to pay for the same, and the accounts for the price of the same are certified to, as above recited, by the proper officers.

These accounts are for the sums of \$9,085 95 and \$9,012 20; in the aggregate, \$18,098 15. The prices charged for the articles furnished appear to your committee to be very extravagant, and they are, therefore, unwilling to recommend the payment of the amount claimed. As the United States have had the use of said furniture, and are still using the same, they think that the petitioner is entitled to a compensation for the reasonable value of the same, and they therefore recommend the adoption of the accompanying bill.